#### **ASSIGNMENT**

WHEREAS, BENT KARSTEN KOFOD, ASSIGNOR, having residence at Bøgelundsvej 49, 4400 Kalundborg, Danmark, has obtained the entire right, title and interest in, to and under United States Patent Application No. 09/930,239, filed on August 16, 2001 entitled "CLAMPING TOOL", as evidenced by the Assignment filed herewith;

AND WHEREAS, BENT KARSTEN KOFOD is desirous of assigning to DANPRES A/S, ASSIGNEE, having a place of business at Mosegardsvej 4, 8670 Lasby, Denmark, any and all right, title and interest conveyed by the Assignment attached hereto as Exhibit A including the right to bring an action and recover damages for past infringements, if and;

AND WHEREAS, **DANPRES A/S** is desirous of obtaining the entire right, title and interest conveyed to ASSIGNOR by the Assignment attached as Exhibit A including the right to bring an action and recover damages for past infringement, if an;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR's right, title and which are the subject of the Assignment attached as Exhibit A, including the right to bring an action and recover damages for past infringement, if any, and all right, title and interest in the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instruments.

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he/she is fully authorized and empowered to do so and sets his/hers hand and seal the day and year set with his/her signature.

ASSIGNOR:	BENT KARSTEN KOFOD
Signature:	Bent Hofod
Typed name:	BENT HOFOD
Position/Title:	
Address:	BOBELUNDSVEJ 49
	4400 KALUNDBORG
Date:	24/11 - 2003

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15:34

#### ASSIGNMENT

WHEREAS, SPS HOLDING A/S, ASSIGNOR, having a place of business at V/Rønne & Lundgren Law Firm, Tuborg Havnevej 18, P.O. Box 90, 2900 Hellerup, Danmark, has obtained the entire right, title and interest in, to and under United States Patent Application No. 09/930,239, filed on August 16, 2001 entitled "CLAMPING TOOL", as evidenced by the Assignment recorded at the United States Patent and Trademark Office on June, 25 2002, at Reel 013044, Frame 0406 and for which a correction was recorded on September 5, 2002, at Reel 013266, Frame 0012, a copy of which is attached hereto as Exhibit A;

AND WHEREAS, SPS HOLDING A/S is desirous of assigning to BENT KARSTEN KOFOD, ASSIGNEE, having residence at Bøgelundsvej 49, 4400 Kalundborg, Denmark, any and all right, title and interest conveyed by the Assignment attached hereto as Exhibit A including the right to bring an action and recover damages for past infringements, if and;

AND WHEREAS, BENT KARSTEN KOFOD is desirous of obtaining the entire right, title and interest conveyed to ASSIGNOR by the Assignment attached as Exhibit A including the right to bring an action and recover damages for past infringement, if an;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR's right, title and which are the subject of the Assignment attached as Exhibit A, including the right to bring an action and recover damages for past infringement, if any, and all right, title and interest in the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof:

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this incorporate.

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he/she is fully authorized and empowered to do so and sets his/hers hand and seal the day and year set with his/her signature.

ASSIGNOR:	SPS HOLDING A/S
Signature:	J. III.
Typed name:	DE SOEREN SOEGAARD
Position/Title:	MANAGING DIRECTOR Segual
Address:	TUBORG HAUNEURS 18
	PoBex 90
	2900 - HELEAUP - DEMANN
Date:	20/11-03



## EXHIBIT A

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NOVEMBER 26, 2002

PENNIE & EDMONDS LLP 1667 K STREET, N.W. WASHINGTON, D.C. 20006 Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office Washington, DC 20231 www.uspto.gov



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/05/2002

REEL/FRAME: 013266/0012

NUMBER OF PAGES: 8

BRIEF: CORRECTION TO ASSIGNMENT

ASSIGNOR:

CARRIMOR

DOC DATE: 08/22/2002

**ASSIGNEE:** 

SPS HOLDING A/S
RONNE & LUNDGREN TUBOR HAVNEVEJI
18 P.O. BOX 90
2900 HELLERUP, DENMARK

SERIAL NUMBER: 09930239

PATENT NUMBER:

FILING DATE: 08/16/2001

ISSUE DATE:

SHARON BROOKS, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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Attorney Docket Number

2287-032 effororable commissioner of patents and trademarks Box Assignment Washington, DC 20231 APR 0 8 2004 🔆 Please record the attached original documents or copy thereof. 1. Name of conveying party (68); RADEMAN 2. Name and address of receiving party(ies): **CARRIMOR** SPS HOLDING A/S Norgesvej 51 T, P.O. Box 207 6100 Haderslev, Denmark Address: Ronne & Lundgren Additional name(s) of conveying party(ies) attached? □ Yes ⊠ No Tuborg Havnevei 18 3. Nature of conveyance: P.O. Box 90 2900 Hellerup □ Assignment □ Merger □ Security Agreement □ Change of Name Country (if other than USA): DENMARK ■ Other <u>Correction To Assignment</u> Execution Date: August 22, 2002 Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) <u>09/930,239</u> Additional numbers attached? □ Yes No. Name and address of party to whom correspondence 6. Number of applications concerning document should be mailed: and patents involved: \_one PENNIE & EDMONDS LLP Total fee (37 CFR 3.41):....\$ 40.00 1667 K Street, N.W. Please charge to the deposit account listed in Section 8. Washington, D.C. 20006 Deposit account number: 16-1150 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Steven J. Schwarz Reg. No. 47,070 For: David Weild, III Name of Person Signing Total number of pages including cover sheet: 8

> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignment Washington, D.C. 20231

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#### CORRECTION TO ASSIGNMENT

#### BY AND BETWEEN

CARRIMOR, ASSIGNOR, having a place of business at Norgesvej 51 T, P.O. Box 207, 6100 Haderslev, Denmark; and

SPS HOLDING A/S, ASSIGNEE, having a place of business at Rønne & Lundgren, Tuborg Havnevej 18, P.O. Box 90, 2900 Hellerup, Denmark;

#### **WHEREAS**

- A. CARRIMOR executed an Assignment of United States Patent Application No. 09/930,239, filed on August 16, 2001, entitled "CLAMPING TOOL" to SPS HOLDING A/S on June 12, 2002, and a copy of the Assignment is attached as Exhibit 1;
- B. The Assignment inadvertently misidentified SPS HOLDING A/S as "SPS HOLDING"; and
- C. CARRIMOR and SPS HOLDING A/S desire to correct this inadvertent error;

NOW, THEREFORE, in consideration of the above premises, the parties hereto covenant and agree as follows:

- 1. The Assignment executed on June 12, 2002 is hereby amended to correctly identify ASSIGNEE as SPS HOLDING A/S, and not as "SPS HOLDING"; and
- 2. This Correction to Assignment is effective as of June 12, 2002, and except as expressly modified hereby, this Correction to Assignment does not amend or modify the Assignment, which is hereby ratified and confirmed in all respects.

ASSIGNOR:	CARRIMOR
Signature:	
Typed Name:	Gazen Sacrano
Position/Title:	TECHNICAL MANAGER
Address:	GRAVENE 12 / NUNCESCO 51.T
	6100 - HADERSLOV.
	DENNAUK
Date:	22.08.02

ASSIGNEE: SPS HOLDING A/S

Signature: 

Typed Name: Sarcen Science

Position/Title: 

TORONG HAVNEUT 18

TORONG HAVEUT 18

24 c= Herieur - Denname

Date: 22 c 8 c 2



# EXHIBIT 1

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#### **ASSIGNMENT**

WHEREAS, CARRIMOR, ASSIGNOR, having a place of business at Norgesvej 51 T, P.O. Box 207, 6100 Haderslev, Denmark, has obtained the entire right, title and interest in, to and under United States Patent Application No. 09/930,239, filed on August 16, 2001, entitled "CLAMPING TOOL," as evidenced by the Assignment recorded at the United States Patent and Trademark Office on October 16, 2001, at Reel 012269, Frame 0060, a copy of which is attached hereto as Exhibit A;

AND WHEREAS, CARRIMOR is desirous of assigning to SPS HOLDING, ASSIGNEE, having a place of business at V/Rønne & Lundgren Law Office, Tuborg Havnevej 18, P.O. Box 90, DK-2900 Hellerup, Denmark, any and all right, title and interest conveyed by the Assignment attached hereto as Exhibit A including the right to bring an action and recover damages for past infringements, if any:

AND WHEREAS, SPS HOLDING is desirous of obtaining the entire right, title and interest conveyed to ASSIGNOR by the Assignment attached as Exhibit A including the right to bring an action and recover damages for past infringement, if any;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR's rights, title and interest which are the subject of the Assignment attached as Exhibit A, including the right to bring an action and recover damages for past infringement, if any, and all rights, title and interest in the said United States patent application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue

the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:	CARRIMOR
Signature:	Hol- 7.15/-
Typed Name:	Porn Horn Roller + Seren Soland
Position/Title:	MAN. DINECTED
Address:	arguerie 12
	6100- HANDICEV.
	The state of the s
Date:	2002

## **EXHIBIT A**

#### **ASSIGNMENT**

WHEREAS, I, Bent Karsten KOFOD, ASSIGNOR, citizen of Denmark, residing at Bogelundsvej 49, 4400 Kalundborg, Denmark, am the inventor of the invention in:

### **CLAMPING TOOL**

for which I have executed an application for a Patent of the United States	
□ which is executed on □ even date herewith or □	
which is identified by Pennie & Edmonds up docket no. 2287-032 which was filed on August 16, 2001, Application No. 09/930,239	
and WHEREAS, CARRIMOR, ASSIGNEE whose place of business is Norgesvej 51 T, P.O. Box 207, 6100 Haderslev Denmark is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application	
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, lega representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;	i l s t t y e
AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and an Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or form of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legar representatives and assigns, in accordance with the terms of this instrument.	S
AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.	e 
AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everythin possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.	ıl g
INTESTIMONY WHEREOF, I hereunto set my hand and seal this 4day of 0/1406er, 200	1
Bent Karsten KOFOD L.S	3.
On this	is ed
Witness. Susse Jensen	

# APR 0 8 2004 CS Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

#### **EXPRESS MAIL LIST**

The following items listed below are being filed herewith with the USPTO on April 8, 2004

Express Mail No. <b>EV 346 810 793 US</b>				
Attorney Docket	Appln. Serial No./	Items - Documents filed on April 8, 2004		
No.	Patent No.			
81421-4532	09/930,239	Response (9 pages); Revocation and Power of Attorney (15 pages)		

Please acknowledge receipt of these items as received by returning the enclosed postcards with the date of receipt of April 8, 2004

NY:854334.4

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